No. 13/13/1007/2015-GA(30030)
Government of India
Department of Commerce
(GA Section)

*****

Udyog Bhavan, New Delhi.
Dated the 23rd June, 2016.

TENDER NOTICE

Subject: Comprehensive AMC for 218 Air Conditioners units (75 Split ACs and 143 Window ACs) installed in the Department of Commerce - inviting of quotations - regarding.

Department of Commerce invites quotations from the interested experienced and reputed firms for Comprehensive Annual Maintenance Contract (CAMC) for 218 Air Conditioners Units of this Department (75 Split ACs and 143 Window ACs) for a period of one year from the date of awarding the contract.

2. The bidder must indicate the flat/ lump sum AMC rates for repairing/maintenance per AC (1/1.5/2 tonne) per year which includes oiling, chemical ablation, flushing, washing, gas filling, replacement of all type of compressors, filter, thermostat, PCB circuits, all kinds of motors, capacitors wiring, all kinds of switches, plugs, sockets, points and cables, wires, dismantle and re-installations of both type of ACs (window & split AC) and replacement/repair of all other parts which are required to make the AC units in working condition during the contractual period.

3. The firm should have adequate experience in maintenance of Air Conditioners in the Government Ministries/Departments/Organizations with the qualified AC mechanics/technicians on its roll. The number of AC units is tentative and may vary during the currency of contract as per the requirement of the Department.

4. The tendering agencies should submit their quotations in the prescribed proforma at "Annexure" in a sealed cover/envelope addressed to the undersigned, with the cover superscribed as “Comprehensive Annual Maintenance Contract for Air Conditioners”.

5. The quotations/bids should be accompanied with a Demand Draft of Rs. 50,000/ (Rupees Fifty Thousand Only) in favour of Under Secretary (Cash), Department of Commerce towards Earnest Money Deposit (EMD) and requisite documents in support of eligibility criteria as mentioned in the terms and conditions section of the tender notice. The quotations without requisite documents shall be summarily rejected and in the event of successful bidder declining to act on the offer made by this Department, EMD shall stand be forfeited and no claim in this regard shall be entertained. The EMD of unsuccessful tenderers shall be refunded/returned.
after finalization of the contract. Sealed covered bids/quotations are required to be dropped in the tender box available in Room No. 27-C, GA Section, Department of Commerce, Udyog Bhawan, New Delhi on or before 3.00 P.M. on 14.07.2016. The quotations shall be opened at 4.00 P.M. on the same day in the presence of the bidders or their representatives who may wish to be present at that time.

4. Complete tender notice may be downloaded from the website of this Department (http://commerce.nic.in). Information on any issue of corrigendum related to this tender will also be available on this website.

5. In the event of space on the prescribed form being insufficient for the required purpose, additional page must be numbered consecutively and must bear the tender number and signed by the tenderer. In such cases, reference to the additional pages must be made in the tender form.

6. Any cutting/overwriting must be signed by the Authorised Signatory of Tenderer with company seal.

7. The terms and conditions of the tender of the contract shall be as under:

(i) Tenders from only those firms will be entertained which are registered for the services desired in the tender and having the Service Tax No., VAT No., PAN No. (Before awarding the CAMC, the firms will have to show their original documents to the members of Technical Evaluation Committee) and the supporting documents as the proof to establish that the firm has an adequate experience in the field of maintenance of AC units.

(ii) The AC Units are to be taken over for Comprehensive maintenance on “as is where is basis” and inspection thereto can be made by the prospective tenderers on any working day between 3.00 p.m. and 4.00 p.m. during the 7-8 July, 2016. The inspection shall be arranged through the Section Officer (GA Section) of this Department.

(iii) The term “Comprehensive Maintenance” shall include oiling, chemical ablation/flushing/washing, gas filling, replacement of all type of compressors, filter, thermostat, PCB circuits, all kinds of motors, capacitors wiring, all kinds of switches/plugs/sockets/points and cables/wires, dismantle and reinstallations of both type of ACs and replacement/repair of all other parts which are required to make the AC units in working condition during the currency of the period of contract at the exclusive risk, responsibility and cost of the contractor.

(iv) The firm should ensure that genuine and certified spares/parts only are to be supplied and replaced after proper inspection of old and new spares/parts by a representative of this Department under overall supervision of Section Officer (GA Section).
(v) Preference shall be given to the Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. The Micro and Small Enterprises quoting price within price band of L1+ 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises.

(vi) It shall be obligatory on the part of the contractor to carry out repair/maintenance of AC units under his direct supervision during the period of currency and no case in this regard shall be sub-contracted.

(vii) For regular and proper maintenance of the AC units, the contractor will depute at least four qualified mechanics/technicians to this Department on all working days during currency of the contract from 9.00 A.M. to 6.30 P.M. If required, the services of AC mechanics/technicians shall be made available by the firm on Saturday/Sunday/Holiday without any extra payment.

(viii) Contractor shall obtain user's certificates every month in respect of satisfactory working of AC units during the previous month. Deductions equivalent to twice the charges of maintenance contract separately for each default shall be made from the bill, in case of any equipment remaining out of order for more than 24 hours.

(ix) If in any case, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the cost of the contractor and the extra expenditure incurred thereto shall be recovered from him. This may entail the termination of the contract; forfeiture of the performance security and debar for any future contracts from the Government Departments for a period of at least five years.

(x) The contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as per prevailing labour laws in force in NCT of Delhi. All matters/disputes pertaining to the tender notice/contract shall be settled by this Department. The decision of the Department in this regard shall be final and binding on the contractor.

(xi) The contractor shall arrange to get the character and antecedents of technicians/mechanics verified before deployment and their full particulars shall be furnished to this Department.

(xii) No conditional bids will be accepted and such bids are liable to be summarily rejected. The quoted rates shall be kept open for acceptance by the Department upto 45 days from tender opening.

(xiii) The damage caused, if any, either to AC units or to any other property of the Government through negligence or otherwise, shall be at risk, cost and responsibility of the contractor.
(xiv) No extra payment/compensation whatsoever, on account of natural calamity/accident or otherwise, will be made to the firm by the Department except the rates permitted under this contract.

(xv) No advance payment will be made. However, quarterly payment on pro rata basis on satisfactory rendering of service would be made.

(xvi) The contract shall normally be awarded to the lowest (for majority of the items in case of multiple items tender) evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. The Department reserves the option to select more than one firm to award of contract for different AC units to ensure uninterrupted servicing/repairing during the currency of the contract.

(xvii) The Department reserves the right to reject or to accept any quotation, whole or in part, without assigning any reasons thereto.

(xviii) The Department reserves the right to renew the contract for such period(s) as it may deem necessary taking into account, of course, the satisfactory services rendered by the contractor during the currency of the contract.

(xix) The Department also reserves the right to terminate the CAMC at any time during the currency of the contract if the services of the contractor are not found to be satisfactory. In all matters of dispute relating to the proposed CAMC, the decision of the Department of Commerce shall be final and binding on the contractor.

(xx) The successful bidder/firm shall have to furnish performance Security of a sum of Rs. 70,000/- (Rupees Seventy Thousand Only) in favour of Under Secretary (Cash), Department of Commerce, Udyog Bhawan, New Delhi through Fixed Deposit Receipt/Bank Guarantee from any of the Nationalised Banks and the Performance Security amount shall be returned/refunded to the firm on completion of the contract to the satisfaction of the Department.

(xx) The tender is subject to the provision of Rule 160(ii) of General Financial Rules, 2005 which enables a bidder to question the bidding conditions, bidding process and/or rejection of its bid. Accordingly, enquiries in this regard by a bidder will be responded if the request is received in writing timely in GA Section of this Department.

[Signature]
# Technical Bid

Comprehensive AMC for 218 AC Units (75 split ACs and 143 window ACs) installed in the Department of Commerce for period of one year

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of tendering firm (in Block letters):</td>
</tr>
<tr>
<td>2</td>
<td>Corresponding Address:</td>
</tr>
<tr>
<td>3</td>
<td>Telephone Nos.:</td>
</tr>
<tr>
<td>4</td>
<td>Bank Draft No. &amp; Date:</td>
</tr>
<tr>
<td>5</td>
<td>Amount of Draft:</td>
</tr>
<tr>
<td>6</td>
<td>Name of the Bank:</td>
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<tr>
<td>7</td>
<td>Establishment/ registration of the firm with valid Govt. (copy of proof to be attached)</td>
</tr>
<tr>
<td>8</td>
<td>VAT No.</td>
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<td>9</td>
<td>Service Tax No.</td>
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<td>10</td>
<td>PAN No.</td>
</tr>
<tr>
<td>11</td>
<td>Experience for maintenance of ACs (name of Deptt./ period/ No. of ACs in Govt. Department where contract for ACs was maintained by the firm)</td>
</tr>
<tr>
<td>12</td>
<td>Particulars of qualified mechanics/ technicians viz. Name, Qualification, Experience of the mechanics on roll (please furnish copies of their certificate):</td>
</tr>
</tbody>
</table>
ANNEXURE-II

Financial Bid

Comprehensive AMC for 218 AC Units (75 split ACs and 143 window ACs) installed in the Department of Commerce for period of one year

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Quantity (In Nos.)</th>
<th>Unit Cost (In Rs.)</th>
<th>Total Amount (in Rs.)</th>
<th>Total Amount (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.5 Ton Window AC</td>
<td>142 (one hundred forty two)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2 ton window AC</td>
<td>1 (one)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1.0 Ton Split AC</td>
<td>2 (two)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1.5 ton split AC</td>
<td>60 (sixty)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2 ton split AC</td>
<td>11 (Eleven)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2 ton cassette AC</td>
<td>2 (Two)</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>218 (two hundred eighteen)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Taxes/other charges, mention clearly, if any)

Signature: ______________________

Name: ______________________

(In block letters)

Official seal of the firm
DECLARATION

I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in the Tender notice No. 13/13/1007/2015-GA (30030) dated 23.06.2016. The terms & conditions of the contract are acceptable to me/us.

2. The rates quoted by me/us are for full Comprehensive Annual Maintenance Contract for ACs for a period of one year from the date of awarding of contract including repair/ replacement of all type of compressors and repair/ replacement of all parts as and when required viz. oiling, chemical ablution/ flushing/washing, replacement of replay circuits/ PCB circuits, thermostat, running capacitor/ starting capacitor, all kind of motors/fans, wiring/cables, gas filling, knob set, canister, fan motor/ blade/ blower, all switches/ plugs/ sockets/ points, welding, dismantle and reinstallation of both type of ACs and replacement /repair of all other parts which are required to make the AC units in working condition during the currency of the contract. The contract will also include comprehensive service and maintenance of the stabilizers attached with the Air Conditioners units including replacement of parts, if required.

3. I/ We hereby undertake that we shall make available goods to any loss/ damage caused to AC units or any other property of the Govt. through our negligence. I/We also undertake that the decision of the Department of Commerce in this regard as well as the matter of dispute arising due to the provision of the contract shall be final and binding on us and also, I/We undertake not to make any representation against the decision of Department of Commerce.

Signature: __________________________

Name: __________________________

(In Block letters)

Official seal of the firm